

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HILDA R. MUINOS,

Plaintiff,

v.

THOMAS NELSON, INC.,

Defendant.

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Index No. 08-cv-0271

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J. Daniels

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**AFFIDAVIT IN SUPPORT OF
MOTION TO TRANSFER VENUE**

STATE OF TENNESSEE)

: ss.:

COUNTY OF DAVIDSON)

FRANK WENTWORTH, being duly sworn, deposes and says:

1. I am an attorney admitted to practice law in the state of Tennessee. I am Vice President and General Counsel of Thomas Nelson, Inc. ("Thomas Nelson"). The information set forth herein is based on my familiarity with this proceeding and the events and files related thereto.

2. Thomas Nelson is an independent book publisher. It is a privately held corporation, incorporated in Tennessee, with its principal place of business at Nashville. Thomas Nelson publishes many titles, but operates with a relatively small staff of employees, all located in the company's principal office in Nashville, Tennessee. Thomas Nelson does not maintain an office in New York; does not assign agents or employees to work regularly in New York; and does not own or possess real property in New York.

3. The process of publication, sales and distribution of the books "Healthy Mother, Healthy Baby" and "Mamá Sana, Bebé Sano" (the "Books") all originated in Tennessee. The books' acquiring editor, Larry Stone, worked in Nashville, and production on the book was conducted in Nashville. Another Thomas Nelson editor who worked on the Books, Jennifer

Greenstein, also worked on them in Nashville. Neither Mr. Stone nor Ms. Greenstein are currently employees of Thomas Nelson. Mr. Stone still lives in Nashville; Ms. Greenstein moved to Minnesota in the summer of 2006. Various other employees worked on the Books in different capacities.

4. Thomas Nelson dealt directly with the Books' author, Dr. Aliza Lifshitz (the "Author"), who I understand lives in California. I further understand that the illustrations in the Books were commissioned by Dr. Lifshitz, and that Thomas Nelson was not involved in selecting or retaining Ms. Magdaluyo to prepare illustrations for the Books.

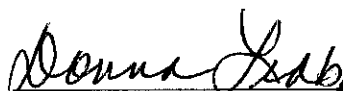
5. It is my belief that any book contract signed between Thomas Nelson and Dr. Lifshitz was signed by Thomas Nelson in Tennessee and by Dr. Lifshitz in California. While the Books were shipped and sold nationwide, all sales originated from Thomas Nelson's warehouses in Nashville.

6. Any royalty payments to Dr. Lifshitz and any other dealings with the Author were conducted by Thomas Nelson staff in Nashville. All relevant files and paperwork are in Nashville, Tennessee.

WHEREFORE, I respectfully request that the Court grant Thomas Nelson's motion to transfer venue to the Middle District of Tennessee.


Frank Wentworth

Sworn to before me this
5th day of Mar, 2008


Notary Public

